BID OF
2012
PROPOSAL, CONTRACT, BOND AND SPECIFICATIONS
FOR
BOULEVARD/ROW LANDSCAPING-2012
CONTRACT NO. 6950
IN
MADISON, DANE COUNTY, WISCONSIN
AWARDED BY THE COMMON COUNCIL MADISON, WISCONSIN ON

# PLEASE RETURN PLANS AND SPECIFICATIONS TO:

CITY ENGINEERING DIVISION 1600 EMIL STREET MADISON, WISCONSIN 53713

www.cityofmadison.com/business/pw

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This Proposal, and Agreement have been prepared by:

CITY ENGINEERING DIVISION
CITY OF MADISON
MADISON, DANE COUNTY, WISCONSIN

Robert F. Phillips, P.E., City Engineer

#### SECTION A: ADVERTISEMENT FOR BIDS

# REQUEST FOR BID FOR PUBLIC WORKS CONSTRUCTION CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

CONTRACT NO.	PROJECT NAME:
6950	BOULEVARD/ROW LANDSCAPING-2012

Plans and Specifications are available at 1600 Emil Street, Madison, WI 53713; 608-267-1197 or on our website at www.cityofmadison.com/business/pw/contracts/openforBid.cfm.

#### **PREQUALIFICATIONS**

Bidders who have not been prequalified by the City Engineer and Affirmative Action Director for the period of **February 1, 2012 to January 31, 2013** must submit their application on or before 1:00 p.m., SEPTEMBER 21, 2012, Room 115, City-County Building, Madison, WI 53703. Postmark is not applicable. Contractors be prequalified by the City Engineer including an affirmative action plan approved by the Affirmative Action Director prior to the bid opening or the bid will be rejected. Forms are available at the same location or on our website at www.cityofmadison.com/business/pw/forms.cfm.

#### OTHER REQUIREMENTS

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

Prevailing Wage Rates may be required and are attached in Section I of the contract. See Special Provisions to determine applicability.

Deadline for the Submittal of Bid is SEPTEMBER 28, 2012 by 1:00 PM, at 1600 Emil Street, Madison, WI 53713.

Bid Opening will be on SEPTEMBER 28, 2012 at 1:30 PM at 1600 Emil Street, Madison, WI 53713.

# REQUEST FOR BIDS FOR PUBLIC WORKS CONSTRUCTION FOR THE CITY OF MADISON, WISCONSIN

#### A BEST VALUE CONTRACTING MUNICIPALITY

Plans and Specifications for Public Works Projects that are open for bid are available on the City of Madison website at <a href="http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm">http://www.cityofmadison.com/business/PW/contracts/openforBid.cfm</a> or by calling City Engineering at 608-266-4751.

Sealed bids must be accompanied with a Bid Bond equal to at least 5% of the bid or a Certificate of Annual/Biennial Bid Bond or certified check, payable to the City Treasurer.

Prevailing Wage Rates may be required and are attached in Section I of the contract. See Special Provisions to determine applicability.

Bidders must be prequalified with the City Engineer and the Affirmative Action Director. Deadline date for submittal of application is noticed on our website. Forms are available on the web at <a href="http://www.cityofmadison.com/business/pw/forms.cfm">http://www.cityofmadison.com/business/pw/forms.cfm</a> or by contacting City Engineering at 608-266-4620

Publ. WSJ 9/7/12, 9/14/12

#### SECTION B: INSTRUCTIONS TO BIDDERS

The City of Madison Standard Specifications for Public Works Construction - 2012 Edition, as supplemented and amended from time to time, forms a part of these contract documents as if attached hereto.

These standard specifications are available on the City of Madison Public Works website at <a href="https://www.cityofmadison.com/Business/PW/specs.cfm">www.cityofmadison.com/Business/PW/specs.cfm</a> or by contacting City Engineering Division, Room 115, City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

The Contractor shall review these Specifications prior to preparation of proposals for the work to be done under this contract, with specific attention to Article 102 "BIDDING REQUIREMENTS AND CONDITIONS" and Article 103 "AWARD AND EXECUTION OF THE CONTRACT." For the convenience of the bidder, below are highlights of three subsections of the specifications.

#### Section 102.1: Pre-Qualification of Bidders

In accordance with Wisconsin State Statutes 66.0901 (2) and (3), all bidders must submit to the Board of Public Works proof of responsibility on forms furnished by the City. The City requires that all bidders be qualified on a biennial basis.

Bidders must present satisfactory evidence that they have been regularly engaged in the type of work specified herein and they are fully prepared with necessary capital, materials, machinery and supervisory personnel to conduct the work to be contracted for to the satisfaction of the City. All bidders must be prequalified by the Board of Public Works for the type of construction on which they are bidding prior to the opening of the bid.

In accordance with Section 39.02(9)(a)l. of the Madison General Ordinances, all bidders shall submit in writing to the Affirmative Action Division Manager of the City of Madison, a Certificate of Compliance or an Affirmative Action Plan at the same time or prior to the submission of the proof of responsibility forms. The bidder shall be disqualified if the bidder fails to or refuses to, prior to opening of the bid, submit a Certificate of compliance, Affirmative Action Plan or Affirmative Action Data Update, as applicable, as defined by Section 39.02 of the Madison General Ordinances (entitled Affirmative Action) and as required by Section 102.11 of the Standard Specifications.

#### Section 102.4: Proposals

No bid will be accepted that does not contain an adequate or reasonable price for each and every item named in the Schedule of Unit Prices.

A lump sum bid for the work in accordance with the plans and specifications is required. The lump sum bid musts be the same as the total amounts bid for the various items and it shall be inserted in the space provided.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. The plans, specifications and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

A proposal submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a member/partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized registered agent of such corporation, and the proposal shall show the name of the State under the laws of

which such corporation was chartered. The required signatures shall in all cases appear in the space provided therefore on the proposal.

Each proposal shall be placed, together with the proposal guaranty, in a sealed envelope, so marked as to indicate name of project, the contract number or option to which it applies, and the name and address of the Contractor. Proposals will be received at the place and until the hour on the date designated in the advertisement. When sent by mail, the sealed proposal marked as indicated above shall be enclosed in an additional envelope. Proposals sent by mail, submitted in person or otherwise delivered must be in the hands of the official conducting the letting by the hour on the date designated in the advertisement. Proposals received after the date designated will be returned to the bidder unopened.

The Bidder shall execute form ERD-7777 (R.9/03), a part of these proposal pages and submit same with the bidder's proposal, if applicable. REFER TO PROPOSAL SECTION.

#### Section 102.5: Bid Deposit (Proposal Guaranty)

No proposal shall be considered unless either (i) it is accompanied by a bid deposit of the character and amount described in the Advertisement for Bids or (ii) a biennial bid bond in an amount and form acceptable to the City of Madison has been previously submitted.

Bid deposits of unsuccessful bidders shall be returned following the award of the contract by the Common Council. Bid deposit of the successful bidders shall be returned within forty-eight (48) hours following execution of the contract and bond as required.

# Bidders for this Contract(s) must be Pre-Qualified for at least one of the following type(s) of construction denoted by an ⊠

<u>Bui</u>	ding	<u>Demolition</u>		
101		Asbestos Removal	110	Building Demolition
120		House Mover		
	_			
Stre	et,	Utility and Site Construction		
201		Asphalt Paving	265	Retaining Walls, Precast Modular Units
205		Blasting	270	Retaining Walls, Reinforced concrete
210		Boring/Pipe Jacking	275	Sanitary, Storm Sewer & Water Main Const.
215		Concrete Paving	280	Sewer Lateral Drain Cleaning/Internal TV Insp.
220		Con, Sidewalk/Curb & Gutter/Misc. Concrete Work	285	Sewer Lining
221		Concrete Bases and Other Concrete Work	290	Sewer Pipe Bursting
225		Dredging	295	Soil Borings
	_		300	Soil Nailing
230		Fencing  Fiber Ontic Coble/Conduit Installation	305	Storm & Sanitary Sewer Laterals & Water Svc.
235	Ц	Fiber Optic Cable/Conduit Installation	310	Street Construction
240		Grading and Earthwork		
242	닏	Infrared Seamless Patching	315	Street Lighting
245		Landscaping, Maintenance	318	Tennis Court Resurfacing
250	$\boxtimes$	Landscaping, Site and Street	330	Traffic Control During Construction
251		Parking Ramp Maintenance	320	Traffic Signals
255		Pavement Sealcoating and Crack Sealing	325	Traffic Signing & Marking
260		Petroleum Above/Below Ground Storage Tank Removal/Installation	335	Trucking
		Removal/installation	399	Other
Bric	ige (	<u>Construction</u>		
501		Bridge Construction and/or Repair		
<u>Buil</u>	<u>ding</u>	3 Construction		
401		Floor Covering (including carpet, ceramic tile installation,	435	Masonry
		rubber, VCT	437	Metals
402		Building Automation Systems	440	Painting and Wallcovering
403		Concrete	445	Plumbing
404		Doors and Windows	450	Pump Repair
405		Electrical - Power, Lighting & Communications	455	Pump Systems
410		Elevator - Lifts	460	Roofing and Moisture Protection
412		Fire Suppression	461	Solar Photovoltaic/Hot Water Systems
7.12		i iio cuppi occioi:		
413		Furnishings - Furniture and Window Treatments	465	Soil/Groundwater Remediation
413		Furnishings - Furniture and Window Treatments  General Building Construction, Equal or Less than \$250,000	465 466	Soil/Groundwater Remediation Warning Sirens
415		General Building Construction, Equal or Less than \$250,000	466	Warning Sirens
415 420		General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000	466 470	Warning Sirens Water Supply Elevated Tanks
415 420 425		General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000 General Building Construction, Over \$1,500,000	466 470 475	Warning Sirens Water Supply Elevated Tanks Water Supply Wells
415 420 425 428		General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000 General Building Construction, Over \$1,500,000 Glass and/or Glazing	466 470	Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites-Structural &
415 420 425 428 429		General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000 General Building Construction, Over \$1,500,000 Glass and/or Glazing Hazardous Material Removal	466 470 475 480	Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites-Structural & Architectural
415 420 425 428		General Building Construction, Equal or Less than \$250,000 General Building Construction, \$250,000 to \$1,500,000 General Building Construction, Over \$1,500,000 Glass and/or Glazing	466 470 475	Warning Sirens Water Supply Elevated Tanks Water Supply Wells Wood, Plastics & Composites-Structural &

State	e of	Wisconsin Certifications
1		Class 5 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for quarries, open pits and road cuts.
2		Class 6 Blaster - Blasting Operations and Activities 2500 feet and closer to inhabited buildings for trenches, site excavations, basements, underwater demolition, underground excavations, or structures 15 feet or less in height.
3		Class 7 Blaster - Blasting Operations and Activities for structures greater than 15 ' in height, bridges, towers, and any of the objects or purposes listed as "Class 5 Blaster or Class 6 Blaster".
4		Petroleum Above/Below Ground Storage Tank Removal and Installation (Attach copies of State Certifications.)
5		Hazardous Material Removal (Contractor to be certified for asbestos and lead abatement per the Wisconsin Department of Health Services, Asbestos and Lead Section (A&LS).) See the following link for application: <a href="http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm">http://www.dhs.wisconsin.gov/Asbestos/Cert/Index.htm</a> . State of Wisconsin Performance of Asbestos Abatement Certificate must be attached.
6		Other

# **SECTION C: SBE**

# Instructions to Bidders City of Madison SBE Program Information

SBE (Not Applicable)

#### **SECTION D: SPECIAL PROVISIONS**

# BOULEVARD/ROW LANDSCAPING-2012 CONTRACT NO. 6950

It is the intent of these Special Provisions to set forth the final contractual intent as to the matter involved and shall prevail over the Standard Specifications and plans whenever in conflict therewith. In order that comparisons between the Special Provisions can be readily made, the numbering system for the Special Provisions is equivalent to that of the Specifications.

Whenever in these Specifications the term "Standard Specifications" appears, it shall be taken to refer to the City of Madison Standard Specifications for Public Works Construction and Supplements thereto.

#### SECTION 102.10: MINIMUM RATE OF WAGE SCALE

For this project, payment of prevailing wages (white sheet) is not required if either: a single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$48,000; or no single trade accounts for 85% or more of the total labor costs of the project and the bid is less than \$100,000. For bids not meeting either of these conditions, prevailing wages shall be required.

If required, the wages and benefits paid on the contract shall not be less than those specified in the Prevailing Wage Determination included with these contract documents for the following types of work:

	Building and Heavy Construction
	Sewer, Water, and Tunnel Construction
$\boxtimes$	Local Street and Miscellaneous Paving Operations
	Residential and Agricultural Construction

All bidders are notified that all labor employed on City contracts must be paid in accordance with the minimum rate of wage scale included in the Contract Documents.

For the information of the employees working on the project, a copy of the wage scale included in the contract documents and the provisions of Section 66.0903(8) of the Wisconsin Statutes shall be kept posted by the employer and in at least one conspicuous and easily accessible place at the site of the project.

The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of each employee who worked on such City project and all other projects the employee worked in the same period, and the Contractor must keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. Such records shall, in addition, set forth the full weekly wages earned by each such employee and the actual hourly wage paid to that employee. The Contractor shall submit payroll records to the Engineer every week for those periods when work is being done on the project. Said submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

The Contractor shall ensure that employees shall be paid unconditionally and shall receive the full amounts accrued at the time of payment, computed at rates not less than those stated in the City of Madison "Minimum Rate of Wage Scale" and that each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to such employee. Questions regarding an employee's classification or rate of pay within that classification, shall

be resolved by the practice that predominates in the industry and on which the trade or occupation rate/classification is based. Therefore, rate of pay, classification and work jurisdiction disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determinations by appropriate recognized trade unions operating within the City of Madison.

The Contractor shall agree that the normal rate of wage paid to the Contractor's employees on other projects shall not be reduced or otherwise diminished as a result of the requirement to pay no less than the minimum rate of wage scale on a City project. Mulcting of employees on City projects by contractors, such as by kickbacks or other such devices, is prohibited.

These contract provisions shall apply to all work performed on the contract by the Contractor with its own organization and with assistance of laborers under its immediate superintendency and to all work performed by piecework or by subcontract. No laborer, worker, or mechanic shall be employed directly upon the site of the work except on a wage basis, but this shall not be construed to prohibit the rental of equipment from individuals.

In the event of a refusal by the Contractor to submit payroll records as required by the contract, the City of Madison shall have the option to cancel this contract and request the Surety to perform or to relet the balance of the work for bids, and in that event, to charge the Contractor for any loss which the City may incur thereby.

#### SECTION 102.12: BEST VALUE CONTRACTING

This Contract shall be considered a Best Value Contract if the Contractor's bid is equal to or greater than \$51,500 for a single trade contract; or equal to or greater than \$251,000 for a multi-trade contract pursuant to MGO 33.07(7).

#### ARTICLE 102.3 EQUAL BENEFITS REQUIREMENT (SEC. 39.07, MGO)

This provision applies to contracts executed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

<u>Cash Equivalent</u>. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

<u>Proof of Domestic Partner Status</u>. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

<u>Notice Posting, Compliance</u>. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

<u>Subcontractors</u>. Contractor shall require all subcontractors, the value of whose work exceeds the single-trade minimum set forth in Sec 33.07(7)(b)5., MGO, to provide equal benefits in compliance with Sec. 39.07, MGO.

See Section 39.07 MGO for exemptions from this requirement. Exemptions from this requirement include a Contractor whose employees are under a collective bargaining agreement that was in effect prior to July 1, 2012, however, the Contractor must agree to propose to the applicable collective bargaining unit(s) that an equal benefit requirement consistent with this ordinance be incorporated into the next collective bargaining agreement or in the existing agreement upon amendment, extension or other modification that occurs after July 1, 2012.

#### ARTICLE 104 SCOPE OF WORK

This contract involves the installation of approximately 151 trees and 263 shrubs, to be planted in specified boulevards within the City of Madison.

The limits of the proposed trees and shrubs project are as follows:

The majority of the trees are replacements for trees that have died due to age or have had to be removed after being struck by vehicles the locations are citywide. (See attached Tree and Shrub Table). All trees shall be installed as marked and confirmed by the Engineer in the field.

#### SECTION 105.1: AUTHORITY OF THE ENGINEER

The Engineer shall resolve all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and Specifications, acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the Specifications. The Engineer shall determine the amount and quantity of work performed and materials furnished.

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Board of Public Works for a review of such decision.

Any change proposed by a Contractor in SBE subcontractors, vendors or suppliers from those SBEs indicated on the SBE Compliance Report must be approved by the Engineer and the City's Manager of the Affirmative Action Division (hereafter, AAD). When requested, such decision shall be rendered in writing. Such decisions shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor or the affected SBE applies in writing to the Board of Public Works for a review of such decision.

In the event the Engineer and the AAD disagree over the proper decision to be made regarding an SBE, the Mayor shall appoint a third person to resolve the disagreement, within 30 days of appointment. The decision thus rendered may be reviewed by the Board of Public Works upon request of the Contractor or the affected SBE as set forth in Sections 105.1 and 105.2 of the City's standard specifications.

#### SECTION 107.1 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall strictly adhere to Section 182.0175, Wis. Statutes, regarding notification and location of utilities, including but not limited to three working days advance notice.

The Contractor <u>WILL</u> be responsible to maintain traffic flow over or along the street/highway and furnish and maintain adequate conditions on all approaches, crossings, intersections and driveways. All traffic control signage and maintenance thereof as per BPW Standard.

#### SECTION 107.14 WEAPONS PROHIBITION

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

# SECTION 107.7 MAINTENANCE OF TRAFFIC

The Contractor shall furnish, install, and maintain an advanced warning sign, arrow board, and any other traffic control devices as specified by the City Engineer, for the duration of this contract.

The Contractor shall at all time conduct work in such a manner as to insure the least possible obstruction to local vehicular and pedestrian traffic.

The work shall be done in accordance with the current edition of the Federal Highway Administration, Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the State of Wisconsin Supplementary and City of Madison Supplements.

The Contractor shall not work in any of the streets included in this contract during the hours of 7:00 A.M. to 8:30 A.M. or 4:00P.M. to 5:30 P.M.

#### SECTION 109.2 PROSECUTION OF THE WORK

The Contractor shall begin work on or before October 30, 2012. Work shall begin only after the start of work letter is received. If it is desirable to begin work before the above-mentioned date, the Contractor shall establish a mutually acceptable date with the Engineer.

#### SECTION 109.7 TIME OF COMPLETION

The time of completion of this contract shall be May 21, 2013

#### **SECTION 209.1** Description

This work shall consist of furnishing and planting trees and shrubs of the species, varieties and sizes specified, complete in place at the locations designated on the plans or as directed by the Landscape Architect, City Forester, Inspector or designee herein referred to as Engineer. This work shall include furnishing all necessary materials and performing all necessary work including, but not limited to excavation of plant holes, salvaging topsoil, potting, transplanting, backfilling, pruning, mulching, watering, heeling in, fertilizing, wrapping, rodent protection and anti-desiccant, disposing of surplus waste materials, necessary care and required replacements pending acceptance, and such work necessary or incidental to complete the item in accordance with the plans, specifications and contract.

The Contractor shall have adequate experience in trees and shrubs installation.

The Contractor shall be required to make a site visit prior to installation, to verify that the "site conditions" are proper for planting. "Site Conditions" are defined as the soil type, the grade of the site, and the contacting of Diggers Hotline for utilities locations.

#### **SECTION 209.2** Materials

#### General

Unless otherwise provided for or approved by the Engineer, all materials used shall conform to requirements hereinafter set forth.

#### **Plant Materials**

1. General. Unless otherwise specified, all trees shall be nursery grown stock that has been transplanted or root-trimmed two or more times, according to the species and size of plants.

Applicable Specifications and Standards:

American Standard for Nursery Stock, ANSI Z60.1., current edition.

Standardized Plant Names. 1942 American Joint Committee on Horticulture Nomenclature.

Pruning Standards for Shade Trees, current edition. National Arborist Association.

American Nursery Standard For Tree Care Operations, Tree, Shrub And Other Woody Plant

Maintenance- Standard Practices; ANSI A300, current edition

All trees and shrubs shall be typical of their species and have well-formed tops (crowns) and root systems and shall be free from injurious insects, plant diseases or other plant pests. All trees shall be grown within the States of Wisconsin, Minnesota, Iowa, Michigan, or the parts of Illinois, Indiana, or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" of the USDA, Miscellaneous Publication No. 814 - Revised 1990. Plants furnished shall conform to the American Standard for Nursery Stock and be free from the following defects:

Serious injuries to leader, branches (crown), trunk, bark or roots.

Dried out roots.

Prematurely opened buds.

Thin or poor tops (crowns) or root systems.

Evidence of molding.

Dry, loose or broken ball of earth in Balled and Burlapped (B& B) stock.

Dried out or damaged soil mass in Bare Root (BR), Balled and Burlapped (B&B) or Container Grown (CG) stock.

- 2 Substitution. Where evidence is submitted that a specified plant cannot be obtained, substitution may be made, only upon specific approval of the Engineer.
- 3. Grading Standards. Trees stock shall conform to the code of standards set forth in the current edition of the American Standard for Nursery Stock.
- 4. Inspection and Approval of All Plant Material. All trees and shrubs shall be subject to the approval of the Engineer. Trees and shrubs that will be inspected and tagged at the nursery or place of collection will be done at a time agreeable to the Contractor and Engineer. Approval of plants at the source does not alter the right of rejection at the project site. It is the right of the Engineer to reject plant material(s) at the project site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any plantings, as to which trees are to be planted and their location(s).

Contractor shall furnish to the Engineer a written list of the sources from which he/she proposes to obtain plant materials for the work. All trees and shrubs shall conform to the measurements specified in the plant list. Measurements specified shall be the minimum size acceptable for each variety. Trees and shrubs that meet the requirements specified in the itemized plant list, but that do not possess a normal balance between height and spread, will not be accepted. Plants shall not be pruned prior to delivery. Trees with multiple leaders, unless specified, will be rejected. Central leaders shall be left intact.

#### SECTION 209.3 Digging, Handling and Packing Plant Stock

#### General

All plant stock shall be freshly dug and handled with care and skill to prevent injuries to the leaders, branches, trunk and roots, and shall be packed in accordance with the requirements of the current edition of the State of Wisconsin DOT Standard Specifications for Road and Bridge Construction.

#### Digging and Handling of Plant Material

Care shall be taken to prevent any damage to plant material during transit and handling. The Engineer shall check trees for any shipping or handling damages. Trees with excessive damage, as determined by the Engineer, shall be rejected.

Tree stock to be furnished Balled and Burlapped (B&B) shall be moved with a compact dug ball of earth so firmly wrapped in burlap that upon delivery the soil in the ball is still firm and compact about the root system. Each ball shall be of sufficient size to encompass all the fibrous roots necessary to insure successful recovery and development of the plant. The minimum sizes of balls, ball depth and diameters, and increased ball sizes for collected stock shall be in accordance with Recommended Balling and Burlapping Specifications as set forth in the current edition of the American Standard for Nursery Stock sponsored by the American Association of Nurserymen, Inc. No trees will be accepted when the burlap, twine, wire or ropes required to secure the root ball have been removed. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the upper one-half of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. All balled and burlapped plants that cannot be planted immediately on delivery shall be set on the ground and the balls well covered with soil or other acceptable mulch material and shall be kept moist until planted.

Tree and shrub stock to be furnished Balled and Potted Stock (B&P) shall be plants, which have been dug from the growing site with the roots contained in a compact unbroken ball of earth and placed in a container. The size and shape of the earth ball shall conform to the approximate size and shape of the container and shall be placed in the container so that the plant root collar is approximately one (1) inch below the top of the container. Any voids shall be filled at potting time with native soil. The minimum ball size shall be equivalent to ball size for B&B stock. (For plants in plastic or metal containers, the container shall be removed before planting and properly disposed of at no additional cost to the City. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.)

Tree and shrub stock to be furnished Bare Root (BR) shall be dug with bare roots protected against drying out by use of moist sphagnum moss or other suitable material and covered with canvas or other suitable material in an approved manner.

Tree and shrub stock to be furnished Bare Root Potted (BRP) shall be bare root plants potted by the Contractor in a plantable fiber container of specified size and then placing and compacting the potting mixture backfill so that the root collar and backfill material are one (1) inch below the top of the

container. The plants shall be potted prior to May 1st of the year they are to be planted. Only live, healthy, vigorously growing BRP plants will be accepted for planting.

Trees marked "POT" shall be pot grown with a well-established root system. Diameter spread determines standard inside diameter of pot in which they shall be grown for at least three (3) months prior to delivery.

All trees and shrubs shall be handled so that the roots are adequately protected at all times. During shipment, all plants shall be properly protected by a tarpaulin or other suitable covering. No plant shall be so bound with rope or wire at any time as to damage the bark, break branches, or destroy its natural shape. All balled and burlapped plants which cannot be planted immediately on delivery shall be set on the ground and well-protected with soil or other acceptable material. Bare rooted plants shall be planted or heeled-in trenches immediately upon delivery. If heeled-in, all bundles of plants shall be opened and the plants separated before the roots are covered and care shall be taken to prevent air pockets among the roots. Until planted, all material shall be maintained.

Trees and shrubs shall be marked for identification and for checking as designated on the plant list. Each bundle of plants and all separate plants shall have legible, waterproof labels securely attached thereto before delivery to the site.

Prior to any excavation, the Contractor shall notify Diggers Hotline at 1-800-242-8511 to determine the location of all electric, gas, water, sewer, oil and other utility lines, including tanks or other sub-surface encumbrances, and precautions shall be taken by the Contractor not to disturb or damage any utility lines. In the event of a conflict of a utility with the planting, the Contractor shall promptly request, in writing, from the Engineer a revised location for plant material.

#### **SECTION 209.4** Construction Methods.

#### General

The spring planting season for all plants is as follows: BR plants shall be planted from the time the frost is out of the ground to bud break; B&B plants shall be planted from the time frost is out of the ground to June 1st; BRP shrubs may be planted from the time frost is out of the ground but prior to July 1st. The normal fall planting season for bulbs shall begin no earlier than October 15th. Fall evergreen planting shall be done between August 15th and September 15th. Unless otherwise approved, planting shall not be done where the ground is frozen or when soil is in an unsatisfactory condition for planting.

#### **Delivery and Temporary Storage**

At least forty-eight (48) hours prior to each delivery of plant material to the potting, storing or project site, the Contractor shall notify the Engineer of delivery.

Insofar as practicable, plant stock shall be planted on the day of delivery at the project site. In the event this is not possible, the plant stock shall be temporarily stored by "heeling-in" or by placing in a well-ventilated, cool, moist storage place and shall be adequately protected against drying by the use of moist sphagnum moss, straw or other suitable covering around the roots of BR stock and balls of B&B stock.

Bare root plants, when "heeled-in", shall be placed in a spade depth trench, have their roots fully covered with damp topsoil and be protected from the sun and wind. When "heeled-in", all plants shall be properly cared for by the Contractor. Failure to protect stock shall be cause for rejection of plant material.

## **Layout of Planting**

The Engineer will designate the location of all trees and shrubs with marker stakes or paint marks on the ground. The Contractor will notify the Engineer 24 hour's minimum, as to the placement of trees and forbs. The plant location and type will be staked as permanently as possible. The Contractor shall be responsible for maintaining these locations until planting occurs.

#### **Excavation of Plant Holes**

The tree holes shall be centered at the location stake, unless otherwise permitted by the Engineer. Tree holes to be 3 times the ball/pot diameter.

The tree hole, except for Machine Transport (MT) stock, shall be excavated to the minimum dimensions shown on the plans or established by the Engineer, provided, however, that the plant hole shall be large enough to permit placing at least six (6) inches of backfill material around the root system of BR stock and the pots, balls or containers of BRP, B&B, B&P and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer-shaped bottom.

Unless soil conditions make it impractical, planting holes for Machine Transport plants shall be done by the tree-moving machine and shall be approximately the same size and shape as the soil mass containing the root system of the machine moved plant. The plant shall be dug set to match existing grade, backfilled with screened topsoil and watered in to eliminate all voids.

The topsoil suitable for backfilling shall be kept separate from the excavated subsoil and sod.

When planting on a slope the minimum depth of the tree hole shall be measured from the downward side of the slope at the hole.

#### Pruning

Any trees or shrubs requiring pruning shall be pruned at the planting site as specified by the Engineer. Prior to planting, damaged or broken parts of the fleshy roots shall be cut off smoothly to a point where they are clean and clear of rot, while preserving as much of the root system as possible. When/where specified or directed by the Engineer, for all BR, BRP, B&B, or spaded deciduous plant stock, pruning shall consist of removing only dead, damaged, or broken branching. Pruning shall be done so that the plant retains its natural form and leaving the central leader intact.

Except when heading back, all pruning cuts shall be made at the branch bark ridge and branch collar leaving both branch features intact without leaving stubs or damaging adjacent trunk or branch tissue. When heading back or reducing a branch back to another lateral branch, all pruning cuts shall be made by bisecting the angle between the branch bark ridge and an imaginary line which is perpendicular to the branch being removed. The branch bark ridge must be left intact without leaving a stub and without damaging adjacent branch tissue. Evergreen plants shall not be pruned except to remove dead, damaged, or broken branches. All pruning cuts shall comply with the ANSI A300 current edition. See Part VIII, Standard Plates 2.04 and 2.05 for Proper Pruning Cuts

#### **Anti-Desiccant**

Anti-desiccant, when specified, shall be applied to evergreen plants prior to or at the time of planting and to BRP plants prior to shipment from the storage place. It shall be applied to plants to be transplanted

prior to transplanting. The rate and method of application of the emulsion shall be according to the manufacturer's recommendations.

#### **Planting**

All planting of BR, B&B, and CG stock. When a minimum size hole is excavated, the hole shall be excavated cylindrical in shape with vertical sides and a flat or saucer shaped bottom. Scarification of the excavated hole will be required to prevent glazing (as per planting detail).

Bare root plants shall have their roots spread into a natural position, free of bunching, kinking, or circling. All broken or damaged roots shall be cut back to the closest point where they are clean and free of rot. No other root pruning shall be done

For plants in plastic or metal containers, the container shall be removed before planting. For plants in biodegradable pots, the pot shall be slit vertically in at least 3 places prior to backfilling. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface. Ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one/half (1/2) of the ball after the plant has been set. The balance of the wrappings may be left intact around the bottom of the ball. For all plants moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surface shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly watered at planting time.

Trees shall be set with the root flare at the finished grade (root flare shall be determined 1" above the upper-most woody support root). Trees must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth at the end of the guarantee period.

Planting holes shall be backfilled with excavated soil. Salvaged topsoil shall be placed in layers around the roots or ball. Frozen or muddy soil will not be acceptable suitable backfill material. Backfilling shall be carefully done in a manner that avoids injury to the roots or ball or disturbing the position of the plant. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and thoroughly watered. Puddled soil conditions shall be avoided.

Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.

All trees and shrubs shall be mulched over the root system with a 4-inch layer of shredded hardwood bark mulch immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.

All twine rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after the planting is completed.

#### Planting Large Caliper Tree Spade Stock

The grading of the tree pit shall form a saucer at least four (4) inches in depth. Care shall be taken when lowering and raising the tree ball into the hole by use of a sling and an appropriate device as agreed upon by the Engineer. When centering the tree in the hole, the tree trunk is not to be used as the lever device to move the ball; rather some other lever method must be used at the approval of the Engineer. The center of the tree shall be centered within the tree grate to +1" from the true center of the tree grate to the center of the tree trunk at the finished sidewalk grade.

#### **Fertilizer**

When/where specified the Contractor shall furnish and place around trees and shrubs one ounce (1 oz.) root contact packets, place after plant hole has been two-thirds (2/3) backfilled. Number of packets to place shall be as follows: 1 packet - bare root shrubs, 2 packets - bare root trees and balled and burlapped shrubs, 4 packets - B&B trees up to three (3) inch caliper, 6 packets - B&B trees three (3) inch caliper and larger. Trees shall not be routinely fertilized when planted. Fertilizers when/where specified shall be of the slow release type contained in polyethylene, perforated bags with micropore holes. Each bag shall contain a minimum of one (1) ounce of soluble fertilizer with an analysis of 16-8-16 per unit or approved equal. The minimum guaranteed analysis shall be total nitrogen 16%, 9% annomical nitrogen, 7% nitrate nitrogen. Available phosphoric acid P2 O5 (from ammonium phosphate) 8%, soluble potash (from potassium chloride) 16%.

#### Mulching

After planting operations of either trees or shrubs have been completed, planted areas shall be entirely covered with a layer of mulch three (3-4) inches deep at the rate of nine (9) cubic yards per 1,000 square feet. Mulch shall not come in contact with the trunk.

Where trees are specified with protection, mulch shall be placed over base plate of the protective collar (209.5 e).

Mulch shall consist of shredded or ground hardwood bark or an equivalent material as approved by the Engineer and shall be free of objectionable foreign material. Contractor shall furnish a sample of the mulch that will be used. Where shrubs, native perennials or bulbs are installed in planting bed, to a depth of 3-4 inches, shredded or ground hardwood bark shall be used or product approved by the Engineer prior to installation.

#### Wrapping

Before trees are wrapped, the Engineer shall inspect the plant stock.

When specified to be wrapped, the trunks of trees shall be wrapped with wrapping material overlapping one and one-half inches, starting from the ground line to the lowest main branches. The wrapping shall be secured in at least three places with masking tape, including the top, middle and bottom. The wrapping shall be done as soon as practical after planting as specified by the Engineer.

#### Protection

When required, a protective material shall be applied to trees. This shall consist of one of the materials permitted under Subsection 209.5(e) applied or installed according to Special Provisions and Details. Protection, when/where specified, shall consist of galvanized hardware cloth, extruded aluminum mesh or a durable pre-formed plastic material. The hardware cloth or aluminum mesh, if used, shall have at least three meshes per linear inch and shall be used in conjunction with a steel rod having a minimum size of 3/8 x 48 inches. The plastic material shall be a durable, resilient, preformed plastic spiral acceptable to the Engineer. Such material shall have a natural, earth-tone color. The Contractor will be responsible for removing and disposing of the protection at the end of the guarantee period unless otherwise specified by the Engineer.

#### **Disposal of Excess and Waste Material**

All excess excavation, waste materials, or other debris shall be removed and disposed of by the Contractor and removed from site.

#### **Watering Equipment**

The Contractor shall furnish and have available sufficient watering equipment, including tanks, pumps, hoses, root feeders and incidentals to fully perform all of the watering. Water will be furnished to the Contractor by the City from existing facilities if requested by the Contractor in accordance with Section 107.12 of these Specifications.

# SECTION 209.5 <u>Backfill Material</u>

#### **Topsoil**

All plant holes shall be backfilled with excavated soil. Topsoil shall be salvaged from the planting site whenever suitable for reuse as determined by the Engineer. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. Remaining/additional soil to be installed to the top of the hole and watered. Puddled soil conditions shall be avoided. Additional topsoil shall be of a reasonably fine granulated texture suitable for the purpose and acceptable to the Engineer. Additional topsoil will be supplied by the Contractor as required at no additional cost to the City. Topsoil used as backfill material for plant material to be amended with an acrylamide copolymer soil amendment when/where specified as approved by the Engineer.

The sod from the plant hole excavation may not be used for backfill.

#### **SECTION 209.6** Acceptance and Guarantee

#### Acceptance

Upon completion of all required planting, an inspection of the work will be made by the Engineer. All plants which are dead or found not to be in a normal, healthy condition or do not conform to specifications, in the judgment of the Engineer will not be accepted. All rejected work shall be replaced by the Contractor, including removal and repair of all work affected by the replacement, at no cost to the City.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Following the completion of the replacements, a re-inspection will be made prior to final acceptance by the Common Council. The Contractor shall guarantee the all trees under this contract for a period of two (2) years from the date of final acceptance by the Common Council.

#### <u>Care</u>

The Contractor shall properly care for all plants from the time of planting until the Payment and Performance Bond are released.

The Contractor shall properly care for all trees from the time of planting under this contract for a period of two (2) years from the date of final acceptance by the Common Council.

Proper care of plants shall consist of doing such watering, weeding, cultivating, pruning, spraying, securing of braces and guys, wrapping, re-mulching and such other work as may be necessary to keep the plants in a neat appearance and in a healthy growing condition. Street trees shall be pruned by the City Forester. In addition to the waterings required in Subsection 209.4(g), entitled Planting, additional waterings may be ordered by the Engineer at any time, for the duration of the guarantee period. Should conditions require such waterings, Contractor shall water within three (3) days of notification. The volume of each watering and intervals between waterings shall depend upon weather conditions and soil moisture. Contractor shall monitor weather and soil condition of each planting.

Care must be taken when watering not to wash away mulch and topsoil. Mulch and topsoil displaced must be replaced immediately by the Contractor.

#### Guarantee

At any time within the period of the guarantee, the Contractor shall replace any plant, which, for any reason, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired. Replacement shall include removal and repair of all affected work. The decision of the City as to the necessity of replacing any plants shall be conclusive and binding on the Contractor. No more than two (2) replacements per plant shall be required after acceptance.

All replacement plantings are to be selected and tagged by the Engineer prior to being brought to the job site. It is the responsibility of the Contractor to notify the Engineer forty-eight (48) hours prior to any replacement plantings as to what they are to be planting and in what location.

Prior to the termination of the guarantee period, the Contractor shall request a final inspection by the City. All plants found unacceptable for reasons herein before stated shall be replaced at the first planting season and thereafter the responsibility for such plants or material shall lie with the City, no additional guarantee period will be required for these plantings.

Release of the payment and performance bond by the City shall not be made until after acceptance of the final guarantee replacement by the Contractor.

#### **Contract Time**

Contract time will not be charged when making replacements, unless other contract operations are in progress during said period.

#### **Method of Measurement**

This work will be measured by the number of plants of each species, variety and size complete in place and accepted in accordance with the terms of the contract.

#### **Basis of Payment**

The number of trees and shrubs, furnished and planted, measured as provided above, will be paid for at the contract unit price each for Trees and shrubs (Species and Size. Price shall be payment in full for furnishing, transporting, handling, potting, storing, pruning, placing and replacing plant materials; for all excavation of plant holes, salvaging of topsoil, mixing and backfilling; for furnishing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-dessicant spray; for removing guys and braces; for disposal of all excess and waste materials; for care; and for furnishing all labor, tools,

equipment and incidentals necessary to complete the work, except topsoil for use in planting, which will be paid for on a cubic yard basis.

#### Bid Items 90001-90025 - Planting of Trees

#### **DESCRIPTION**

All trees when possible, shall be planted in the fall of 2012.

This contract calls for the planting of trees of the species and sizes as follows:

Bid Item 90001 - Ft. McNair Red Horsechestnut 2.5" cal

Bid Item 90002 – Skyline Honeylocust 'Skycole' 2.5" Cal.

Bid Item 90003 – Prairiefire Crabapple 2.5", Cal.

Bid Item 90004 - Red Jewel Crabapple 2.0" Cal.

Bid Item 90005- Royal Raindrops Crabapple 2.0" Cal.

Bid Item 90006 - Donald Wyman Crabapple 2.0" Cal.

Bid Item 90007 - Cleveland Select Pear 2.5" Cal.

Bid Item 90008 - Kentucky Coffeetree 'Expresso' 2.5" Cal

Bid Item 90009 - Thornless Cockspur Hawthorn - 2.5" Cal.

Bid Item 90010 - Hackberry 'Chicagoland' 2.5" Cal.

Bid Item 90011 - Amur Maackia 2.5" cal

Bid Item 90012 – Japanese Ivory Silk Lilac 2.5" Cal.

Bid Item 90013 - Eastern White Pine 2.5", Cal.

Bid Item 90014 – Frontier Elm 2.5" Cal.

Bid Item 90015-London Planetree 'Ovation' 2.5" Cal.

Bid Item 90016 - Ginkgo 2.5" Cal.

Bid Item 90017 – Danada 'Charm' Smoothleaf Elm 2.5" Cal.

Bid Item 90018 - Korean Sun Pear 2.0" Cal

Bid Item 90019 - Sargent Cherry 'Pink Flair' - 2.0" Cal.

Bid Item 90020 - Turkist Filbert - 2.0" Cal

Bid Item 90021 - Ironwood - 2.5" Cal.

Bid Item 90022 - 'Jefferson' American Elm 2.5" Cal.

Bid Item 90023 - River Birch 2.0" Cal Multi-stem

Bid Item 90024 – Norway Spruce – 8 Foot Ht.

Bid Item 90025 - New Horizon Elm 2.5" Cal.

Work under these items shall be in accordance with Section 209 of the Standard Specifications. *All trees, when possible, shall be installed in 2012.* 

#### **MATERIALS**

Provide 151 trees of specific numbers, species, variety, size, color and other characteristics as shown on the Planting Table and "Tree and Shrub Planting Schedule". No substitution of tree species, variety, and size is allowable unless prior written or verbal approval from the Engineer is obtained.

#### **CONSTRUCTION**

Plant all trees in specified location with a timed-release fertilizer incorporated into the beds at the manufacturer's specified rate. Fertilizer shall comply with Section 209.5 of these Special Provisions.

Thoroughly water plants to eliminate all air pockets in the planting pit.

#### **MEASUREMENT**

The Engineer will measure Trees (Species) (Root) (Size) by the unit in place and the quantity to be paid shall be the number of trees planted and accepted.

#### **PAYMENT**

The Engineer will pay for measured quantities at the contract unit price under the following bid items:

Item Number	Description	<u>Unit</u>
Bid Item 90001	Ft. McNair Red Horsechestnut 2.5" cal	EA
Bid Item 90002	Skyline Honey locust 'Skycole' 2.5" Cal.	EA
Bid Item 90003	Prairiefire Crabapple 2.0", Cal.	EA
Bid Item 90004	Red Jewel Crabapple 2.0" Cal.	EA
Bid Item 90005	Royal Raindrops Crabapple 2.0" Cal.	EA
Bid Item 90006	Donald Wyman Crabapple 2.0" Cal.	EA
Bid Item 90007	Cleveland Select Pear 2.5" Cal.	EA
Bid Item 90008	Kentucky Coffeetree 'Expresso' 2.5" Cal	EA

Bid Item 90010	Hackberry 'Chicagoland' 2.5" Cal.	EA
Bid Item 90011	Amur Maackia 2.5" Cal.	EA
Bid Item 90012	Japanese Ivory Silk Lilac 2.5" Cal.	EA
Bid Item 90013	Eastern White Pine 2.5", Cal.	EA
Bid Item 90014	Frontier Elm 2.5" Cal.	EA
Bid Item 90015	London Planetree 'Ovation'2.5" Cal.	EA
Bid Item 90016	Ginkgo 2.5" Cal.	EA
Bid Item 90017	Danada 'Charm' Smoothleaf Elm 2.5" Cal.	EA
Bid Item 90018	Korean Sun Pear 2.0" Cal.	EA
Bid Item 90019	Sargent Cherry 'Pink Flair' - 2.0" Cal.	EA
Bid Item 90020	Turkist Filbert 2.0" Cal	EA
Bid Item 90021	Ironwood 2.5" Cal.	EA
Bid Item 90022	'Jefferson' American Elm 2.5" Cal.	EA
Bid Item 90023	River Birch 2.0" Cal. Multi-stem	EA
Bid Item 90024	Norway Spruce - 8 Foot Ht.	EA
Bid Item 90025	New Horizon Elm 2.5" Cal	EA

Prices shall be payment in full for the following:

- 1. Furnishing trees,
- 2. Transporting trees,
- 3. Handling trees,
- 4. Pruning trees,
- 5. Place and/or replace tree,
- 6. All excavation of tree holes,
- 7. Furnishing and applying all required fertilizer,
- 8. (10) Individual Watering after planting
- 9. Anti-desiccant spray,
- 10. Removal of excess and waste material,
- 11. Furnishing all labor, tools, equipment and incidentals to complete the work,
- 12. Weeding,
- 13. Tree Rap (Tree protection from rodents))
- 14. Mulch installation -from 3-4 inches of shredded hardwood,
- 15. Removal of existing trees to replace with a new tree, if applicable

See "Tree and Shrub Schedule" for specific tree species, numbers, varieties, and planting conditions.

# Bid Items 90026-90037 - Planting of Shrub

#### DESCRIPTION

## All shrubs shall be installed in the spring of 2013

This contract calls for the planting of 263 Shrubs of the species and sizes as follows:

Item Number	<u>Description</u>	Root Condition	<u>Unit</u>
Bid Item 90026 -	Gro Lo Fragrant Sumac	#3 Pot	EA
Bid Item 90027 -	Red Twig Dogwood.	#3 Pot	EA
Bid Item 90028 -	Yellow Twig Dogwood	#3 Pot	EA
Bid Item 90029 –	Isanti Dogwood	#3 Pot	EA
Bid Item 90030-	Fragrant Sumac	#3 Pot	EA
Bid Item 90031 -	Black Chokeberry	#3 Pot	EA
Bid Item 90032 -	Little Bluestem 'The Blues'	#1 Pot	EA
Bid Item 90033 -	Alert New York Aster	#3 Pot	EA
Bid Item 90034 -	Anthony Waterer Spirea	#3 Pot	EA
Bid Item 90035 –	Crimson Pygmy Barberry.	#3 Pot	EA
Bid Item 90036 –	Double Knockout Rose	#3 Pot	EA
Bid Item 90037 -	Stella de Ore Daylily	#1 Pot	EA

Work under these items shall be in accordance with Section 209 of the Standard Specifications.

#### **MATERIALS**

Provide 263 shrubs of specific numbers, species, variety, size, color and other characteristics as shown on the plans and "Tree Planting Schedule". No substitution of shrub species, variety, and size is allowable unless prior written or verbal approval from the Engineer is obtained.

#### **CONSTRUCTION**

Plant all shrubs in specified location with a timed-release fertilizer incorporated into the beds at the manufacturer's specified rate. Fertilizer shall comply with Section 209.5 of these Special Provisions.

Thoroughly water plants to eliminate all air pockets in the planting pit.

#### **MEASUREMENT**

The Engineer will measure Shrubs (Species) (Root) (Size) by the unit in place and the quantity to be paid shall be the number of trees planted and accepted.

#### **PAYMENT**

The Engineer will pay for measured quantities at the contract unit price under the following bid items:

Bid Item 90026 – Gro Lo Fragrant Sumac	#3 Pot
Bid Item 90027 - Red Twig Dogwood.	#3 Pot
Bid Item 90028 – Yellow Twig Dogwood	#3 Pot
Bid Item 90029 – Isanti Dogwood	#3 Pot
Bid Item 90030 - Fragrant Sumac	#3 Pot
Bid Item 90031 – Black Chokeberry	#3 Pot
Bid Item 90032 – Little Bluestem 'The Blues'	#1 Pot
Bid Item 90033 – Alert New York Aster	#3 Pot
Bid Item 90034 - Anthony Waterer Spirea	#3 Pot
Bid Item 90035 - Crimson Pygmy Barberry.	#3 Pot
Bid Item 90036 –Double Knockout Rose	#3 Pot
Bid Item 90037 – Stella de Ore Daylily	#1 Pot

Prices shall be payment in full for the following:

- 1. Furnishing shrubs,
- 2. Transporting shrubs,
- 3. Handling shrubs,
- 4. Pruning shrubs,
- 5. Place and/or replace shrubs,
- 6. All excavation of shrubs holes,
- 7. Furnishing and applying all required fertilizer,
- 8. (10) Individual Watering after planting,
- 9. Anti-desiccant spray,
- 10. Removal of excess and waste material,
- 11. Furnishing all labor, tools, equipment and incidentals to complete the work,
- 12. Weeding,
- 13. Mulch installation- from 3-4 inches of shredded hardwood,
- 14. Removal of existing shrubs to replace with a new shrub, if applicable

See "Tree and Shrub Schedule" for specific tree and shrub species, numbers, varieties, and planting conditions.

#### Bid Item 90038 - Additional Watering During Periods of No or Reduced Rainfall

#### DESCRIPTION

All newly planted trees and shrubs <u>may</u> need additional weekly watering to reduce stress during periods of no or reduced rainfall. For purposes of this contract "Additional Watering During Periods of No or Reduced Rainfall" shall be defined as a period of two (2) weeks without 1/8" of measureable rainfall. The additional watering will be at the discretion of the Engineer. The Contractor shall respond within twenty-four (24) for the request for "Additional Watering". The volume of water will be enough to fill the root zone and soak down to a good depth. Care must be taken when watering as to not wash away mulch and topsoil. The Contractor must replace displaced mulch and topsoil immediately.

#### **Construction Methods**

The additional watering will be at the discretion of the Engineer.

#### BASIS OF PAYMENT

Payment is full compensation for watering "During Periods of No or Reduced Rainfall. Payment will be by unit price per Each (EA) basis.

#### BID ITEM 90039 - INSTALL 2,500 TULIPS AND 2,500 DAFFODILS BULBS

#### DESCRIPTION

This work shall include all labor, equipment, and incidentals required to complete the installation of 2,500 Tulips and 2,500 Daffodils bulbs, as directed by the Engineer. This work shall include all excavation and disposal of the excess soil. This item shall include, at no additional cost, any restoration necessary to correct damage caused by trucks and equipment. All bulbs shall be installed no earlier than October 30, 2012.

All bulbs shall be planted in the fall of 2012.

#### MATERIALS

The work under this bid item shall include all materials necessary to install 2,500 Tulips and 2,500 Daffodils bulbs as described above and as marked in the field for planting. The Tulips and Daffodils bulbs shall be supplied by the City of Madison Engineering Division and can be picked up at Jung Garden Center. Contact Craig Johnson at Jung Garden Center, 1313 Northport Drive, Madison, WI. 53703, call 608) 249-8120 to schedule a pick up time.

#### METHOD OF MEASUREMENT

The work done under the bid item calls for installing the 2,500 Tulips and 2,500 Daffodils bulbs and shall be measured by 5,000 bulbs installed and accepted in the field.

#### **BASIS OF PAYMENT**

This bid item shall be paid by Lump Sum (LS), for all 5,000 bulbs installed: which shall be full compensation for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work as detailed.

#### BID ITEM 90040 - TULIPS AND DAFODILS BULBS FERTILIZATION

#### **DESCRIPTION**

This work shall include all materials, labor, equipment, and incidentals required to fertilize all 5,000 Tulips and Daffodils bulbs. This work shall include the excavation and top dressing with a fertilizer, after filling the hole. This item shall include, at no additional cost, any restoration necessary to correct damage caused by trucks and equipment.

#### **MATERIALS**

The fertilizer shall be a commercial composition with a 4 to 10 to 6 ratio of nitrogen, phosphorus, and potassium, respectively.

#### METHOD OF MEASUREMENT

The Contractor shall furnish and top dress with a fertilizer each bulb excavated hole.

The rate of application shall be 3 pounds per 200 square feet.

#### **BASIS OF PAYMENT**

This item, measured as provided above, shall be per Pounds (LB). Verification of total fertilizer utilization will be by empty bad count.

Payment shall be full compensation for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work as detailed.

#### **SECTION E: PROPOSAL**

# BOULEVARD/ROW LANDSCAPING-2012 CONTRACT NO. 6950

Bidder must state a Unit Price and Total Bid for each item. The Total Bid for each item must be the product of quantity, by Unit Price. The Grand Total must be the sum of the Total Bids for the various items. In case of multiplication errors or addition errors, the Grand Total with corrected multiplication and/or addition shall determine the Grand Total bid for each contract. The Unit Price and Total Bid must be entered numerically in the spaces provided. All words and numbers shall be written in ink.

1.	The undersigned having familiarized himself/herself with the Contract documents, including Advertisement for Bids, Instructions to Bidders, Form of Proposal, City of Madison Standard Specifications for Public Works Construction - 2012 Edition thereto, Form of Agreement, Form of Bond, and Addenda issued and attached to the plans and specifications on file in the office of the City Engineer, hereby proposes to provide and furnish all the labor, materials, tools, and expendable equipment necessary to perform and complete in a workmanlike manner the specified construction on this project for the City of Madison; all in accordance with the plans and specifications as prepared by the City Engineer, including Addenda to the Contract Nos.
2.	through issued thereto, at the prices for said work as contained in this proposal. If awarded the Contract, we will initiate action within seven (7) days after notification or in accordance with the date specified in the contract to begin work and will proceed with diligence to bring the project to full completion within the number of work days allowed in the Contract or by the calendar date stated in the Contract.
3.	The undersigned Bidder or Contractor certifies that he/she is not a party to any contract, combination in form of trust or otherwise, or conspiracy in restraint of trade or commerce or any other violation of the anti-trust laws of the State of Wisconsin or of the United States, with respect to this bid or contract or otherwise.
4.	Accompanying this Proposal is Bid Bond or Certified Check in the amount of Dollars (\$
5.	I hereby certify that all statements herein are made on behalf of
SIGNAT	URE
TITLE, II	FANY
Sworn	and subscribed to before me this day of, 20
My Co	y Public or other officer authorized to administer oaths) ommission Expires s shall not add any conditions or qualifying statements to this Proposal.

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

# **Disclosure of Ownership**

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes.

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met**.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
    - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Const	truction Busin	ness		
Name of Business				
Street Address or P O Box		City	State	Zip Code
Name of Business				<u></u>
Street Address or P O Box		City	State	Zip Code
Name of Business				
Street Address or P O Box		City	State	Zip Code
I hereby state under penalty of perjury that the info according to my knowledge and belief.	rmation, cont	tained in this document, is	true and	d accurate
Print the Name of Authorized Officer				
Signature of Authorized Officer	Date Signed			
Name of Corporation, Partnership or Sole Proprietorship				
Street Address or P O Box		City	State	Zip Code

If you have any questions call (608) 266-0028

ERD-7777-E (R. 09/2003)

# **Best Value Contracting**

1.	The Contractor shall indicate the non-apprenticeable trades used on this contract.			
2.		contractors are exempt due to the size of the work force. Apprenticeable trades are those onsidered apprenticeable by the State of Wisconsin.		
		Check Here if the Contractor has a total skilled work force of four or less individuals in all apprenticeable trades combined. This contractor is exempt from Best Value Contracting.		
3.	The Contractor shall indicate on page E-4 which apprenticeable trades are to be used on thi Contract and shall indicate by checking the appropriate box for the trades used, how the contractor will comply with Madison General Ordinance 33.07(7).			
		Legend		
Numbe Journey W-AT]	workers	The Contractor shall indicated for trades to be used on this Contract only, the number of journeyworkers that the Contractor has employed company wide.  The Contractor is an active trade trainer in the State of Wisconsin for the trade indicated.		
US-AT	Т	The Contractor is an active trade trainer in an apprenticeship program approved by the U.S. Department of Labor or another state apprenticeship agency in the trade indicated.		
SB-AT	Т	The Contractor shall become an active trade trainer prior to beginning work on the Contract in the trade indicated.		
	The Contractor has reviewed the list on page E-4 and shall not use any apprenticeable trades of this project.			
		ntractor has reviewed this list on E-4 and has checked the appropriate box by each ceable trade to be used on the project.		

# **Apprenticeable Trades**

Check the box in the column "Trade Used on This Project" for each apprenticeable trades used on this project. For those trades used on the project indicated the number of journeyworkers that are employed company wide and check a box to the right of the trade as to how the Contractor will comply MGO 33.07(7). Refer to the legend on page E-3 for the meaning associated with each heading. The Contractor must check one of the boxes on the right for each apprenticeable trade used and checked on the left.

Trade Used on		Number of			
Contract	Apprenticeable Trades	Journeyworkers	W-ATT	US-ATT	SB-ATT
	Bricklayer	,			
	Carpenter				
	Cement Mason / Concrete Finisher				
	Cement Mason (Heavy Highway)				
	Construction Craft Laborer				
	Data Communication Installer				
	Electrician				
	Environmental Systems Technician / HVAC Service Tech/HVAC Install / Service				
	Glazier				
	Heavy Equipment Operator / Operating Engineer				
	Insulation Worker (Heat & Frost)				
	Iron Worker				
	Iron Worker (Assembler, Metal Bldgs)				
	Painter & Decorator				
	Plasterer				
	Plumber				
	Residential Electrician				
	Roofer & Waterproofer				
	Sheet Metal Worker				
	Sprinklerfitter				
	Steamfitter				
	Steamfitter (Refrigeration)				
	Steamfitter (Service)				
	Taper & Finisher				
	Telecommunications (Voice, Data & Video) Installer-Technician				
	Tile Setter				

# NAME OF BIDDER

# Contract Name: BOULEVARD/ROW LANDSCAPING - 2012

Contract No. 6950

ITEM	TYPE OF WORK	<b>t</b>	MATED NTITES	UNIT PRICE BID	TOTAL BID
ACCOUNT NO. C553-54303-810377-00-53W1473					
90001	Ft. McNair Red Horsechest	11	EA		
90002	Skyline Honeylocust 'Skycole'	13	EA		
90004	Red Jewel Crabapple	31	EA		
90005	Royal Raindrops Crabapple	17	EA		,
90006	Donald Wyman Crabapple	14	EA		
90007	Cleveland Select Pear	4	EA		
90008	Kentucky Coffeetree 'Expresso'	6	EA		
90009	Thornless Cockspur Hawthorn	13	EA		
90010	Hackberry 'Chicagoland'	10	EA		
90012	Japanese Ivory Silk Lilac	7	EA		
90013	Eastern White Pine	2	EA		
90014	Frontier Elm	4	EA		
90015	London Planetree 'Exclamation"	2	EA		
90016	Ginkgo	2	EA		
90017	Danada 'Charm' Smoothleaf Elm	2	EA		volkova NASP v
90018	Korean Sun Pear	2	EA		14444444
90019	Sargent Cherry 'Pink Flair'	4	EA		wana -
90020	Turkist Filbert	3	EA		Mail and Mark Co.
90022	Jefferson' American Elm	1	EA		
90023	River Birch	1	EA		
90024	Norway Spruce	1	EA		

# **PROPOSAL**

# NAME OF BIDDER

# Contract Name: BOULEVARD/ROW LANDSCAPING - 2012

# Contract No. 6950

ITEM	TYPE OF WORK		MATED ITITES	UNIT PRICE BID	TOTAL BID
90025	New Horizon Elm	1	EA		ericality des area
90026	Gro Lo Fragrant Sumac	109	EA		
90027	Red Twig dogwood	17	EA		4.000
90028	Yellow Twig Dogwood	10	EA		a promoter.
90029	Isanti Dogwood	14	EA		
90030	Fragrant Sumac	8	EA		
90031	Black Chokeberry	9	EA		
90032	Little Bluestem 'The Blues'	25	EA		**************************************
90033	Alert New York Aster	27	EA		1.000
90034	Anthony Waterer Spirea	33	EA		
90035	Crimson Pygmy Barberry	11	EA		
90037	Stella de ore Daylily	10	EA		
90038	Additional Watering During Periods of No or Reduced Rainfall	10	EA		
90039	INSTALL 2,500 TULIPS AND 2,500 DAFFODILS BULBS	1	LS		
90040	TULIPS AND DAFODILS BULBS FERTILIZATION	60	LB		

#### **SECTION F: BID BOND**

KNOW ALL MEN BY THESE PI	RESENT, THAT	
(a corporation of the State of	) (individual), (partn	ership), hereinafter referred to as
the "Principal") and	, a corporation of the State of	(hereinafter referred
to as the "Surety") and licensed to	do business in the State of Wisconsin	n, are held and firmly bound unto
the City of Madison, (hereinafter	referred to as the "Obligee"), in the	sum of five per cent (5%) of the
amount of the total bid or bids of t	the Principal herein accepted by the C	Obligee, for the payment of which
the Principal and the Surety bin	d themselves, their heirs, executors	, administrators, successors and
assigns, jointly and severally, firml	y by these presents.	

The conditions of this obligation are such that, whereas the Principal has submitted, to the City of Madison a certain bid, including the related alternate, and substitute bids attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of:

# BOULEVARD/ROW LANDSCAPING-2012 CONTRACT NO. 6950

- 1. If said bid is rejected by the Obligee, then this obligation shall be void.
- 2. If said bid is accepted by the Obligee and the Principal shall execute and deliver a contract in the form specified by the Obligee (properly completed in accordance with said bid) and shall furnish a bond for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

If said bid is accepted by the Obligee and the Principal shall fail to execute and deliver the contract and the performance and payment bond noted in 2. above executed by this Surety, or other Surety approved by the City of Madison, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to the Obligee as liquidated damages the sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the sum of this obligation as stated, and it is further understood that the Principal and Surety reserve the right to recover from the Obligee that portion of the forfeited sum which exceed the actual liquidated damages incurred by the Obligee.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

Seal	•		
	Principal		Date
By:			
	Name of Surety		
By:	·		
			Date
License 1 execute t	No for the year	ar, and appointed	bove company in Wisconsin under as attorney in fact with authority to I to above, which power of attorney
Date		Agent	
		Address	
		City, State and Zip Code	
		Telephone Number	

#### NOTE TO SURETY & PRINCIPAL

The bid submitted which this bond guarantees may be rejected if the following instrument is not attached to this bond:

Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

# **Certificate of Biennial Bid Bond**

TIME PERIOD - VALID (FROM/TO)	1 - 272-20
·	
NAME OF SURETY	
NAME OF CORETT	
NAME OF CONTRACTOR	
CERTIFICATE HOLDER	
	City of Madison, Wisconsin
This is to certify that a biennial bid	bond issued by the above-named Surety is currently on file with the
City of Madison.	
	of information and conveys no rights upon the certificate holder and
does not amend, extend or alter the co	overage of the biennial bid bond.
Canadlatian, Should the above police	y be cancelled before the expiration date, the issuing Surety will give
thirty (30) days written notice to the	
thirty (30) days written notice to the C	certificate florder indicated above.
	Signature of Authorized Contractor Representative
	Signature of Authorized Contractor Representative
	Date
	Date

## **SECTION G: AGREEMENT**

Twelve	AGREEMENT made this day of in the year Two Thousand and between hereinafter called the Contractor, and the City of on, Wisconsin, hereinafter called the City.
adopte	EAS, the Common Council of the said City of Madison under the provisions of a resolution decounty, and by virtue of authority vested in the said Council, has do to the Contractor the work of performing certain construction.
NOW, follow:	THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as s:
1.	Scope of Work. The Contractor shall, perform the construction, execution and completion of the following listed complete work or improvement in full compliance with the Plans, Specifications, Standard Specifications, Supplemental Specifications, Special Provisions and contract; perform all items of work covered or stipulated in the proposal; perform all altered or extra work; and shall furnish, unless otherwise provided in the contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to the prosecution and completion of the work or improvements:
	BOULEVARD/ROW LANDSCAPING-2012 CONTRACT NO. 6950
2.	Completion Date/Contract Time. Construction work must begin within seven (7) calendar days after the date appearing on mailed written notice to do so shall have been sent to the Contractor and shall be carried on at a rate so as to secure full completion <u>SEE SPECIAL PROVISIONS</u> , the rate of progress and the time of completion being essential conditions of this Agreement.
3.	Contract Price. The City shall pay to the Contractor at the times, in the manner and on the conditions set forth in said specifications, the sum of(\$)  Dollars being the amount bid by such Contractor and which was awarded to him/her as provided by law.
4.	Wage Rates for Employees of Public Works Contractors
	<b>General and Authorization.</b> The Contractor shall compensate its employees at the prevailing wage rate in accordance with section 66.0903, Wis. Stats., DWD 290 of the Wisconsin Administrative Code and as hereinafter provided.
	"Public Works" shall include building or work involving the erection, construction, remodeling, repairing or demolition of buildings, parking lots, highways, streets, bridges, sidewalks, street lighting, traffic signals, sanitary sewers, water mains and appurtenances, storm sewers, and the grading and landscaping of public lands.
	"Building or work" includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work, except for the delivery of mineral aggregate such as sand, gravel, bituminous asphaltic concrete or stone which is incorporated into the work under contract with the City by depositing the material directly in final place from

09/10/12-6950specs.doc G-1

transporting vehicle.

"Erection, construction, remodeling, repairing" means all types of work done on a particular building or work at the site thereof in the construction or development of the project, including without limitation, erecting, construction, remodeling, repairing, altering, painting, and decorating, the transporting of materials and supplies to or from the building or work done by the employees of the Contractor, Subcontractor, or Agent thereof, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work, by persons employed by the Contractor, Subcontractor, or Agent thereof.

"Employees working on the project" means laborers, workers, and mechanics employed directly upon the site of work.

"Laborers, Workers, and Mechanics" include preapprentices, helpers, trainees, learners and properly registered and indentured apprentices but exclude clerical, supervisory, and other personnel not performing manual labor.

Establishment of Wage Rates. The Department of Public Works shall periodically obtain a current schedule of prevailing wage rates from DWD. The schedule shall be used to establish the City of Madison Prevailing Wage Rate Schedule for Public Works Construction (prevailing wage rate). The Department of Public Works may include known increases to the prevailing wage rate which can be documented and are to occur on a future specific date. The prevailing wage rate shall be included in public works contracts subsequently negotiated or solicited by the City. Except for known increases contained within the schedule, the prevailing wage rate shall not change during the contract. The approved wage rate is attached hereto.

Workforce Profile. The Contractor shall, at the time of signature of the contract, notify the City Engineer in writing of the names and classifications of all the employees of the Contractor, Subcontractors, and Agents proposed for the work. In the alternative, the Contractor shall submit in writing the classifications of all the employees of the Contractor, Subcontractors and Agents and the total number of hours estimated in each classification for the work. This workforce profile(s) shall be reviewed by the City Engineer who may, within ten (10) days, object to the workforce profile(s) as not being reflective of that which would be required for the work. The Contractor may request that the workforce profile, or a portion of the workforce profile, be submitted after the signature of the contract but at least ten (10) days prior to the work commencing. Any costs or time loss resulting from modifications to the workforce profile as a result of the City Engineer's objections shall be the responsibility of the Contractor.

Payrolls and Records. The Contractor shall keep weekly payroll records setting forth the name, address, telephone number, classification, wage rate and fringe benefit package of all the employees who work on the contract, including the employees of the Contractor's subcontractors and agents. Such weekly payroll records must include the required information for all City contracts and all other contracts on which the employee worked during the week in which the employee worked on the contract. The Contractor shall also keep records of the individual time each employee worked on the project and for each day of the project. Such records shall also set forth the total number of hours of overtime credited to each such employee for each day and week and the amount of overtime pay received in that week. The records shall set forth the full weekly wages earned by each employee and the actual hourly wage paid to the employee.

The Contractor shall submit the weekly payroll records, including the records of the Contractor's subcontractors and agents, to the City Engineer for every week that work is being done on the contract. The submittal shall be within twenty-one (21) calendar days of the end of the Contractor's weekly pay period.

Employees shall receive the full amounts accrued at the time of the payment, computed at rates not less than those stated in the prevailing wage rate and each employee's rate shall be determined by the work that is done within the trade or occupation classification which should be properly assigned to the employee.

An employee's classification shall not be changed to a classification of a lesser rate during the contract. If, during the term of the contract, an employee works in a higher pay classification than the one which was previously properly assigned to the employee, then that employee shall be considered to be in the higher pay classification for the balance of the contract, receive the appropriate higher rate of pay, and she/he shall not receive a lesser rate during the balance of the contract. For purposes of clarification, it is noted that there is a distinct difference between working in a different classification with higher pay and doing work within a classification that has varying rates of pay which are determined by the type of work that is done within the classification. For example, the classification "Operating Engineer" provides for different rates of pay for various classes of work and the Employer shall compensate an employee classified as an "Operating Engineer" based on the highest class of work that is done in one day. Therefore, an "Operating Engineer's" rate may vary on a day to day basis depending on the type of work that is done, but it will never be less than the base rate of an "Operating Engineer". Also, as a matter of clarification, it is recognized that an employee may work in a higher paying classification merely by chance and without prior intention, calculation or design. If such is the case and the performance of the work is truly incidental and the occurrence is infrequent, inconsequential and does not serve to undermine the single classification principle herein, then it may not be required that the employee be considered to be in the higher pay classification and receive the higher rate of pay for the duration of the contract. However, the Contractor is not precluded or prevented from paying the higher rate for the limited time that an employee performs work that is outside of the employee's proper classification.

Questions regarding an employee's classification, rate of pay or rate of pay within a classification, shall be resolved by reference to the established practice that predominates in the industry and on which the trade or occupation rate/classification is based. Rate of pay and classification disputes shall be resolved by relying upon practices established by collective bargaining agreements and guidelines used in such determination by appropriate recognized trade unions operating within the City of Madison.

The Contractor, its Subcontractors and Agents shall submit to interrogation regarding compliance with the provisions of this ordinance.

Mulcting of the employees by the Contractor, Subcontractor, and Agents on Public Works contracts, such as by kickbacks or other devices, is prohibited. The normal rate of wage of the employees of the Contractor, Subcontractor, and Agents shall not be reduced or otherwise diminished as a result of payment of the prevailing wage rate on a public works contract.

Hourly contributions. Hourly contributions shall be determined in accordance with the prevailing wage rate and with DWD. 290.01(10), Wis. Admin. Code.

**Apprentices and Subjourneypersons.** Apprentices and subjourneypersons performing work on the project shall be compensated in accordance with the prevailing wage rate and with DWD 290.02, and 290.025, respectively, Wis. Admin. Code.

**Straight Time Wages.** The Contractor may pay straight time wages as determined by the prevailing wage rate and DWD 290.04, Wis. Admin. Code.

**Overtime Wages.** The Contractor shall pay overtime wages as required by the prevailing wage rate and DWD 290.05, Wis. Admin. Code.

Posting of Wage Rates and Hours. A clearly legible copy of the prevailing wage rate, together with the provisions of Sec. 66.0903(10)(a) and (11)(a), Wis. Stats., shall be kept posted in at least one conspicuous and easily accessible place at the project site by the Contractor and such notice shall remain posted during the full time any laborers, workers or mechanics are employed on the contract.

**Evidence of Compliance by Contractor.** Upon completion of the contract, the Contractor shall file with the Department of Public Works an affidavit stating:

- a. That the Contractor has complied fully with the provisions and requirements of Sec. 66.0903(3), Wis. Stats., and Chapter DWD 290, Wis. Admin. Code; the Contractor has received evidence of compliance from each of the agents and subcontractors; and the names and addresses of all of the subcontractors and agents who worked on the contract.
- b. That full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records will be kept and the name, address and telephone number of the person who will be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Evidence of Compliance by Agent and Subcontractor. Each agent and subcontractor shall file with the Contractor, upon completion of their portion of the work on the contract an affidavit stating that all the provisions of Sec. 66.0903(3), Wis. Stats., have been fully complied with and that full and accurate records have been kept, which clearly indicate the name and trade or occupation of every laborer, worker or mechanic employed by the Contractor in connection with work on the project. The records shall show the number of hours worked by each employee and the actual wages paid therefor; where these records shall be kept and the name, address and telephone number of the person who shall be responsible for keeping them. The records shall be retained and made available for a period of at least three (3) years following the completion of the project of public works and shall not be removed without prior notification to the municipality.

Failure to Comply with the Prevailing Wage Rate. If the Contractor fails to comply with the prevailing wage rate, she/he shall be in default on the contract.

5. **Affirmative Action.** In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

The Contractor agrees that within thirty (30) days after the effective date of this agreement, the Contractor will provide to the City Affirmative Action Division certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Affirmative Action Division no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City Affirmative Action Division of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Affirmative Action Division if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date started in the notice.

## Articles of Agreement Article I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national original and that the employer shall provide harassment free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

### Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

### Article III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or worker's representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

### Article V

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Director of Affirmative Action.

### Article VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City Affirmative Action Division with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

### Article VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Section 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- 1. Cancel, terminate or suspend this Contract in whole or in part.
- 2. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- 3. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the non-complying subcontractor.

### Article VIII

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

## Article IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract.

## BOULEVARD/ROW LANDSCAPING-2012 CONTRACT NO. 6950

IN WITNESS WHEREOF, the Contractor has hereunto set his/her hand and seal and the City has caused these presents to be sealed with its corporate seal and to be subscribed by its Mayor and City Clerk the day and year first above written.

Countersigned:			
3		Company Name	
Witness	Date	President	Date
Witness	Date	Secretary	Date
CITY OF MADISON, WISCO	NSIN		
Provisions have been made to that will accrue under this contr		Approved as to form:	
Finance Director		City Attorney	
Signed this	_ day of		
Witness		Mayor	Date
Witness		City Clerk	Date

## SECTION H: PAYMENT AND PERFORMANCE BOND

ety, are held and firm	ly bound unto the City of
(\$) Doll	lars, lawful money of the by bind ourselves and our
	or part fully and faithfully ne City of Madison for the
DSCAPING-2012 O. 6950	
m all claims for dama the said City from al	material furnished in the ges because of negligence I claims for compensation ntractor, then this Bond is
Company Name (Princ	ipal)
President	Seal
Surety Salary Employee	Seal Commission
Attorney-in-Fact	į
nt for the above com, and appointed which power of attorne	pany in Wisconsin under as attorney-in-fact with by has not been revoked.
	company Name (Prince President  Surety  Attorney-in-Fact  And Madison, we here resents.  Day Madison, we here resents.

## MINIMUM WAGE SCALE

FOR

PUBLIC WORKS IMPROVEMENTS

APPROVED BY: BOARD OF PUBLIC WORKS

MADISON, WISCONSIN

February 7, 2012

The attached "Prevailing Wage Rate Determination: (Pages 1 through 30), issued February 7, 2012, is hereby approved as the Minimum Wage Scale of the City of Madison.

State of Wisconsin Department of Workforce Development Equal Rights Division

## **DEPARTMENTAL ORDER**

**ISSUE DATE: 1/13/2012** 

## PROJECT:

ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATS-CITY OF MADISON MADISON CITY, DANE COUNTY, WI Determination No. 201200105

PROJECT OWNER:	REQUESTER:
ROBERT F. PHILLIPS, CITY ENGINEER CITY OF MADISON-ENGINEERING 210 MARTIN L KING JR BLVD, RM 115 MADISON, WI 53703	ROBERT F. PHILLIPS, CITY ENGINEER CITY OF MADISON-ENGINEERING 210 MARTIN L KING JR BLVD, RM 115 MADISON, WI 53703
ADDITIONAL CONTACT:	
NORMAN DAVIS, CONTRACT COMPLIANCE CITY OF MADISON-DEPT OF CIVIL RTS-AA DIV 210 MARTIN L KING JR BLVD, RM 523 MADISON, WI 537033342	·

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), s. 66.0904(4)(e), or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
PO Box 8928 Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 1/13/2012

DETERMINATION NU	MBER: 201200105
EXPIRATION DATE:	Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2012. If NOT, You MUST Reapply.
PROJECT NAME:	ALL PUBLIC WORKS PROJECTS UNDER SEC 66.0903, STATSCITY OF MADISON
PROJECT LOCATION	MADISON CITY, DANE COUNTY, WI
CONTRACTING AGE	NCY: CITY OF MADISON-ENGINEERING
CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked:  - over 10 hours per day on prevailing wage projects  - over 40 hours per calendar week  - Saturday and Sunday  - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;  - The day before if January 1, July 4 or December 25 falls on a Saturday;  - The day following if January 1, July 4 or December 25 falls on a Sunday.  Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime.  A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document MUST BE POSTED by the CONTRACTING AGENCY in at least one conspicuous and easily accessible place on the site of the project. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document MUST remain posted during the entire time any worker is employed on the project and MUST be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

- s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:
  - 1. January 1.
  - 2. The last Monday in May.
  - 3. July 4.
  - 4. The first Monday in September.
  - 5. The 4th Thursday in November.
  - 6. December 25.
  - 7. The day before if January 1, July 4 or December 25 falls on a Saturday.
  - 8. The day following if January 1, July 4 or December 25 falls on a Sunday.

## s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

### s. 66.0903 (11) LIABILITY AND PENALTIES.

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
- 2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
- 3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages. 5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party
- and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

## BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

	SKILLED TRADES					
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$		
101	Acoustic Ceiling Tile Installer	29.06	15.16	44.22		
102	Bollermaker	31.09	23.75	54.84		
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80 on 6/1/2013 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.26	16.60	48.86		
104	Cabinet Installer	29.06	15.16	44.22		
105	Carpenter	29.06	15.16	44.22		
106	Carpet Layer or Soft Floor Coverer	29.06	15.16	44.22		
107	Cement Finisher	32.03	15.13	47.16		
108	Drywall Taper or Finisher	26.10	13.65	39.75		
109	Electrician Future Increase(s): Add \$.50/hr on 6/1/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32,55	18.68	51.23		
110	Elevator Constructor	43.79	25.48	69.27		
111	Fence Erector	25.50	0.26	25.76		
112	Fire Sprinkler Fitter	36.39	16.75	53,14		
113	Glazier	36.23	11.22	47.45		
114	Heat or Frost Insulator	33.28	22.51	55.79		
115	Insulator (Batt or Blown)	23.62	11.55	35.17		
116	Ironworker	30.90	19.11	50.01		
117	Lather	29.06	15.16	44.22		

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL	
118	Line Constructor (Electrical)	35.97	18.08	54.05	
119	Marble Finisher	31.16	16.27	47.43	
120	Marble Mason	32.66	16.20	48.86	
121	Metal Building Erector	22.00	4.11	26.11	
122	Millwright	30.66	15.21	45.87	
123	Overhead Door Installer	18.00	4.86	22.86	
124	Painter	25.65	14.11	39.76	
125	Pavement Marking Operator	26.00	0.00	26.00	
126	Piledriver	29.56	15.16	44.72	
127	Pipeline Fuser or Welder (Gas or Utility)	29.54	18.84	48.38	
129	Plasterer	29.03	15.16	44.19	
130	Plumber	36.20	15.02	51,22	
132	Refrigeration Mechanic Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56	
133	Roofer or Waterproofer	28.06	0.00	28.06	
134	Sheet Metal Worker	34.23	20.19	54.42	
135	Steamfitter Future Increase(s): Add \$.85/hr on 12/1/11; Add \$.90/hr on 6/1/12; Add \$.85/hr on 12/1/12.	40.35	16.21	56.56	
137	Teledata Technician or Installer	21.26	6.99	28.25	
138	Temperature Control Installer	rature Control Installer 32.55	Control Installer 32.55	18.68	51.23
139	Terrazzo Finisher	18.00	5.35	23.35	
140	Terrazzo Mechanic	31.16	16.27	47.43	
141	Tile Finisher Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	23.77	16.00	39.77	
142	Tile Setter Future Increase(s): Add \$.50/hr on 6/1/2012; Add \$.80/hr on 6/1/2013.	29.71	16.00	45.71	
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75	
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01	
146	Well Driller or Pump Installer	25.32	15.30	40.62	

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Determination		

Determ	nination No. 201200105			rage 5 01
	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	TOTAL
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL
147	Siding Installer	16.74	2.58	19.32
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle	18.00	6.98	24.98
203	Three or More Axle Future Increase(s): Add \$1.57/hr on 6/1/2012.	18.00	13.83	31.83
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30,09
207	Truck Mechanic	18.00	13.68	31.68
	LABORERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY	
ODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	FRINGE <u>BENEFITS</u> \$	TOTAL \$
301	General Laborer Future Increase(s): Add \$.50/hr. on 06/04/2012; Add \$.75/hr. on 06/03/2013 Premium Increase(s): Add \$1.00/hr for certified welder; Add \$.25/hr for mason tender	24.14	13.45	37,59
302	Asbestos Abatement Worker	23.96	12.88	36.84
03	Landscaper	17.00	6.36	23.36
10	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.39	12.20	32.59
11	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
14	Railroad Track Laborer	14.00	4.77	18.77

# HEAVY EQUIPMENT OPERATORS SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	;	17.98	50.40
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	31.89	14.44	46.33
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s):	37.45	19.45	56,90

Add \$.50/hr for friction crane, lattice boom or crane certification (CCO).

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Determination	No	201	1200	1105

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	27.75	19.15	46.90
	HEAVY EQUIPMENT OPERATORS EXCLUDING SITE PREPARATION, UTILITY, PAVING LA	ANDSCAPING W	/ORK	
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.50/hr at 200 ton: Add \$1.00/hr. at 300 ton; Add \$1.50/hr at 400 ton; Add \$2.00/hr at 500 ton.	34.62	17.98	52.60
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33.62	17.98	51.60
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	32.42	17.98	50.40

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Rallroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curlng Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	35.59	19.10	54.69
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boller (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$2/hr. on 1/1/2013.	34.89	19.68	54.57
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	30.32	17.40	47.72

## SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE <u>OF PAY</u> \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33,43	19.31	52.74
107	Cement Finisher  Future Increase(s): Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$1.40/hr on 6/1/2012. Add \$1.60/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.54	20.95	52.49
111	Fence Erector	25.50	0.26	25.76
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.31	22.22	53.53
118	Line Constructor (Electrical)	35.97	18.08	54.05
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
130	Plumber	36.20	15.02	51.22
135	Steamfitter	39.90	15.76	55.66
137	Teledata Technician or installer	21.26	6.99	28.25

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	BASIC RATE OF PAY \$	BENEFITS \$	TOTAL \$
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
146	Well Driller or Pump Installer	24.22	14.80	39.02
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	32.37	16.48	48.85
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	28.78	15.16	43.94
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.80	9.00	26.80
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23,38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	<u>OF PAY</u> \$	<u>BENEFITS</u> \$	TOTAL \$
201	Single Axle or Two Axle	23.00	8.64	31.64
203	Three or More Axle	21.17	9.51	30.68
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premlum Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksglving Day & Christmas Day.	22.50	16.19	38.69
205	Pavement Marking Vehicle	19.25	10.84	30.09
207	Truck Mechanic	21.17	9.51	30.68
	LABORERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
301	General Laborer Future Increase(s):	25.28	13.44	38.72

Add \$.70/hr. on 06/04/2012; Add \$.80/hr. on 06/03/2013

Premium Increase(s):
Add \$.20 for blaster, bracer, manhole builder, caulker,
bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
303	Landscaper	17.00	6.36	23.36
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77
<u></u>	HEAVY EQUIPMENT OPERATORS SEWER, WATER OR TUNNEL WOR			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Calsson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.  Premium Increase(s):  Add \$.25/hr for cranes with lifting capacity of 45 ton or over.	33,62	17.98	51.60
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.		17.98	50.40

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
ODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.89	17.16	48.05
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	29.19	17.98	47.17
26	Boiler (Temporary Heat); Forklift; Greaser; Oller.	29.19	17.96	47.15
27	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36.20	18.81	55.01

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26,80	18.52	45.32
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	3	18.52	45.32

## AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.66	15.92	48.58
105	Carpenter	30.23	15.16	45.39
107	Cement Finisher  Future Increase(s):    Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician	37.25	14.68	51.93
111	Fence Erector	35.62	0.00	35.62
116	Ironworker	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	28.00	11.15	39.15
125	Pavement Marking Operator	26.65	14.92	41.57
126	Plledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	14.27	49.77
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	14.07	39.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86

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154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.35	16.19	38.54
203	Three or More Axle Future Increase(s): Add \$1.75/hr on 6/1/2012; Add \$1.85/hr on 6/1/2013. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.50	16.19	38.69
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	24.91	15.63	40.54
205	Pavement Marking Vehicle	23.84	14.76	38.60
206	Shadow or Pilot Vehicle	24.76	15.35	40.11
207	Truck Mechanic	24.91	15.35	40,26

	LABORERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer  Future Increase(s):    Add \$1.60/hr on 6/1/2012: Add \$1.70/hr on 6/1/2013;    Add \$1.60/hr on 6/1/2014.  Premium Increase(s):    Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS:  1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
302	Asbestos Abatement Worker	23.96	12.88	36.84
303	Future Increase(s): Add \$1.60/hr on 6/1/12; Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14.  Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.20	13.45	40.65
304	Flagperson or Traffic Control Person Future Increase(s):    Add \$1.60/hr on 6/1/2012; Add \$1.70/hr on 6/1/2013;    Add \$1.60/hr on 6/1/2014.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	23.55	13.45	37.00

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CODE 311	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION  Fiber Optic Laborer (Outside, Other Than Concrete Encased)	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$ 16.51
314	Railroad Track Laborer	14.00	4.77	18.77
	HEAVY EQUIPMENT OPERATORS AIRPORT PAVEMENT OR STATE HIGHWAY CO	NSTRUCTION		
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s):    Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or	33.72	18.90	52.62

Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

533

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
533	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33.22	18.90	52.12

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, VIbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
	Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curlng Machine.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial Illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.96	18.90	51.86
535	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):     Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):     DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	32.67	18.90	51.57
536	Fiber Optic Cable Equipment.	22.00	7.27	29,27
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36,20	18.81	55.01
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	3	18.52	45.32

## LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

	SKILLED TRADES			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
103	Bricklayer, Blocklayer or Stonemason	32.66	16.20	48.86
105	Carpenter	29.06	15.16	44.22
107	Cement Finisher  Future Increase(s):    Add \$1.86 on 6/1/12; Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.  Premium Increase(s):    DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	30.68	15.68	46.36
109	Electrician Future Increase(s): Add \$.50/hr. effective 06/04/2012. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.74	17.86	46,60
111	Fence Erector	25.50	0.26	25.76
116	lronworker* .	30.90	19.11	50.01
118	Line Constructor (Electrical)	35.97	18.08	54.05
124	Painter	25.65	14.11	39.76
125	Pavement Marking Operator	26.00	0.00	26.00
126	Piledriver	29.56	15.16	44.72
133	Roofer or Waterproofer	28.06	0.00	28.06
137	Teledata Technician or Installer	21.26	6.99	28.25
143	Tuckpointer, Caulker or Cleaner	22.00	9.75	31.75
144	Underwater Diver (Except on Great Lakes)	36.20	18.81	55.01
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.42	12.90	48.32

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CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Increase(s):     DOT PREMIUM: Pay two times the hourly basic rate on     Sunday, New Year's Day, Memorial Day, Independence     Day, Labor Day, Thanksgiving Day & Christmas Day.	29.64	14.64	44.28
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.18	13.07	38.25
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	23.38	12.48	35.86
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.30	10.97	32.27
	TRUCK DRIVERS			
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle	15.00	0.00	15.00
203	Three or More Axle	19.50	4.97	24.47
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1/hr on 6/3/2012; Add \$1/hr on 6/2/2013.	31.89	17.98	49.87
205	Pavement Marking Vehicle	19.25	10.84	30.09
206	Shadow or Pilot Vehicle	15.00	0.00	15.00
207	Truck Mechanic	19.50	4.97	24.47
	LABORERS			
<u>CODE</u>	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
301	General Laborer	26.15	12.29	38.44
303	Landscaper	23.71	15.07	38.78
304	Flagperson or Traffic Control Person	12.00	17.89	29.89
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.51	0.00	16.51
314	Railroad Track Laborer	14.00	4.77	18.77

### HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	34.22	18.90	53.12
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or	33.72	18.90	52.62

Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pllot (NOT Performing Work on the Great Lakes); Pile Driver.

Future Increase(s):
Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

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CODE	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
5/13	Air Track Rotary or Percussion Drilling Machine &/or Hammers, Blaster;	33,22	18.90	52.12

Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist: Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.

Future Increase(s): Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.

Premium Increase(s):

DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

		HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.  Premium Increase(s):  DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	33,22	18.90 .	52.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	30.42	17.58	48.00
546	Fiber Optic Cable Equipment.	22.00	7.27	29.27
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	36.20	18.81	55.01
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	36,20	18.81	55.01
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	26.80	18.52	45.32
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	26.80	18.52	45.32

# HEAVY EQUIPMENT OPERATORS ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	34.62	17.96	52.58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr		18.90	52.62

on 6/1/14.

Premium Increase(s):
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial Illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).

	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	TOTAL \$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Rallroad Track Rall Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.		18.55	51.22
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	31,52	17.89	49.41
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boller (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s):  Add \$2/hr on 6/1/12; Add \$2/hr on 6/1/13; Add \$1.75/hr	32.67	18.55	51.22
	on 6/1/14.			

## RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES				
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
101	Acoustic Celling Tile Installer	27.00	2.47	29.47
102	Boilermaker	31.09	23.75	54.84
103	Bricklayer, Blocklayer or Stonemason	32.00	3.00	35.00
104	Cabinet Installer	22.00	2.74	24.74
105	Carpenter	27.00	3.46	30.46
106	Carpet Layer or Soft Floor Coverer	23.95	2.78	26.73
107	Cement Finisher	21.33	4.25	25.58
108	Drywall Taper or Finisher	23.80	1.55	25.35
109	Electrician	22.00	9.18	31.18
110	Elevator Constructor	43.79	25.48	69.27
111	Fence Erector	17.64	4.33	21.97
112	Fire Sprinkler Fitter	36.39	16.97	53.36
113	Glazier	36.23	11.22	47.45
114	Heat or Frost Insulator	29.04	19.73	48.77
115	Insulator (Batt or Blown)	18.95	1.70	20.65
116	Ironworker	30.90	19.11	50.01
117	Lather	28.15	15.14	43.29
119	Marble Finisher	31.16	16.27	47.43
120	Marble Mason .	32.66	16.20	48.86
121	Metal Building Erector	17.50	2.80	20.30
123	Overhead Door Installer	17.00	0.00	17.00
124	Painter	25.65	6.33	31.98
125	Pavement Marking Operator	26.00	0.00	26.00

	Fringe Benefits Must Be Paid On All Hours Worked	HOURLY BASIC RATE	HOURLY FRINGE	
CODE	TRADE OR OCCUPATION	OF PAY \$	BENEFITS \$	<u>TOTAL</u> \$
129	Plasterer	19.00	0.29	19.29
130	Plumber	30.00	10.34	40.34
132	Refrigeration Mechanic	30.96	0,00	30.96
133	Roofer or Waterproofer	29.85	1.55	31.40
134	Sheet Metal Worker	21.03	3.40	24.43
135	Steamfitter	32.59	11.05	43.64
137	Teledata Technician or Installer	19.23	5.32	24.55
138	Temperature Control Installer	22.45	4.11	26,56
139	Terrazzo Finisher	18.00	5.35	23.35
140	Terrazzo Mechanic	31.16	16.27	47.43
141	Tile Finisher	23.96	13.36	37.32
142	Tile Setter	21.00	0.00	21.00
143	Tuckpointer, Caulker or Cleaner	23.96	12.88	36.84
146	Well Driller or Pump Installer	15.10	12.38	27.48
147	Siding Installer	18.80	1.42	20.22
	TRUCK DRIVERS	3		
CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$ 40.00	\$ 0.54	\$ 22.40
201	Single Axle or Two Axle	19.86	2.54	
203	Three or More Axle	19.50	14.27	33.77
205	Pavement Marking Vehicle	19.25	10.84	20.75
207	Truck Mechanic	19.00	1.75	20.75
	LABORERS		1-1-1-1-1-1	
CODE	Fringe Benefits Must Be Paid On All Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
301	General Laborer	16.09	7.18	23.27
302	Asbestos Abatement Worker	17.00	2.21	19.21
303	Landscaper	25.00	0.54	25.54

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311 Fiber Optic Laborer (Outside, Other Than Concrete Encased)

16.51

0.00

16.51

# HEAVY EQUIPMENT OPERATORS RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

CODE	Fringe Benefits Must Be Paid On <u>All</u> Hours Worked  TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	29.45	15.37	44.82
558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points;	26.45	14.35	40,80

Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker;

Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer

or Extractor, Power Pack.